



**NEELY ENGINEERING & CONTRACTING, LLC**  
 STRUCTURAL DESIGN - CONSTRUCTION - REHABILITATION - REPAIR  
 INDUSTRIAL - COMMERCIAL - MUNICIPAL - RESIDENTIAL

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Proposal #: 190108  
 By: EWN  
 1/8/19

## Construction Estimate / Proposal

**Project: Assembly of Container Houses (Materials by Others)**  
**American Wonder Porcelain Tile**

**Client: Attn: Mo and Aaron**  
**Date: 1/8/19**

Item	Subcode	Description	Quantity	Unit	Unit Price	Total
1	C	<b>General Conditions</b> --- Includes mobilization, demobilization, rentals, consumables and safety provisions to accommodate the assembly of each unit. Includes rental for (2) lull's, (1) fork lift, and (1) small crane up to 15 ton capacity with 40' reach for period up to (2) months.	1	LS	\$23,650.00	\$23,650.00
2	L	<b>Labor for Assembly Crew</b> --- Includes crew labor up to (5) men to assemble each unit. Includes (2) foreman/superintendent, (2) skilled laborers and (1) general laborer. Unit rate is based on average per-man billing rate for (5) man crew discribed above.	1340	MH	\$46.40	\$62,176.00
3	ALW - M	<b>Allowance for Materials not Furnished</b> --- Includes an allowance for misc. materials not included in containers that will be required for assembly. To be billed at rate of cost plus applicable overhead and profit rate.	5	EA	\$2,000.00	\$12,000.00
4	CONSL	<b>Consulting Engineering</b> --- As required to determine necessary code compliance and to design changes as required to meet code compliance for obtaining Certificate of Occupancy. Actual quantity may vary depending on necessary modifications.	40	HR	\$210.00	\$8,400.00
5			0		\$0.00	\$0.00

Note: Items in red have been revised from previous submittal.

**Subcode Index:**

M - Material  
 L - Labor  
 E - Equipment  
 D - Design  
 C - Complete

**Unit Index:**

EA - Each  
 LS - Lump Sum  
 HR - Hours  
 LF - Linear Feet  
 CF - Cubic Feet

Design and Constr. Subtotal =	\$106,226.00
Builders Risk Insurance@ 0.00%	\$0.00
+Overhead@ 10.00%	\$10,622.60
+Profit@ 10.00%	\$10,622.60
<b>Design and Constr. Total Est.=</b>	<b>\$127,471.20</b>

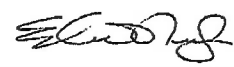
**EXHIBIT 2**

Client: Attn: Mo and Aaron

Date: 1/8/19

Item	Subcode	Description	Quantity	Unit	Unit Price	Total

ALW - Allowance      SF - Square Feet  
ENGR - Engineering    SY - Square Yards  
CONSL - Consulting    CY - Cubic Yards

Contr. Authorizing Signature: 

Client Authorizing Signature: 

Date: 2-14-19

Notes and Exceptions:

- 1 Max scope of work for items listed above is as indicated. Any required quantities in excess of these values will be brought to the attention of the Client prior to engaging in extrawork. Extra work will be billable at rate indicated above plus applicable OH+P.
- 2 It is anticipated that once commenced the work can be completed within 4-6 weeks, but may be extended due to changes required to meet current building codes. Start date of construction to be determined based on workload at time of NTP.
- 3 Excludes cost of debris disposal from unpackaging containers, etc.
- 4 Excludes cost of labor and materials required to bring houses into compliance with currently adopted building codes for approval by local building official. All such costs for labor and materials will be billable as extra cost at rate of cost plus 15% based on NEC standard labor billing rates for 2019.

*Note: The information contained in this document is considered proprietary in nature and intended only for the sole use of the individual(s) or entity(ies) listed as 'Client' above. As such, this information and it's concept(s) are not to be shared in any form, including but not limited to written, verbal or electronic formats, with any other individual, entity or third party for any reason without the prior expressed and written approval of Neely Engineering & Contracting, LLC. This quotation or bid expires 30 days following the date of this estimate listed above, unless specifically noted herein otherwise. Acceptance of this proposal by written, verbal, faximile, or any other effective means authorizing NEC to proceed with the work herein listed constitutes also full acceptance of the NEC General Terms and Conditions effective as of the date listed above whether or not attached hereto or by reference.*

## NEC General Terms and Conditions

1. **General.** The professional and/or construction services offered by Neely Engineering & Contracting, LLC (NEC), or any of its employees or assigns, comprise the specific activity outlined in the attached Proposal and Agreement. In providing services under this Agreement, NEC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. NEC makes no warrantee, either expressed or implied, as to any professional services rendered under this Agreement, unless specifically noted otherwise within the Agreement. NEC shall warrant all construction work under this Agreement for a period of one (1) year for date of completion of work.
2. **Scope.** NEC's services shall consist of those tasks outlined in Exhibit A – Scope of Services of the Agreement, or as otherwise outlined in the attached Proposal.
3. **NEC's Responsibilities.** NEC shall provide Client with sufficient quantity of material, labor force and equipment utilization to complete the scope of work as outlined herein this Agreement. NEC may elect to utilize subcontracted services at NEC's discretion to fully execute the scope of work. NEC will cooperate with Client in the development of Client concepts and ideas when necessary to assist Client in developing the project scope of work. NEC will assist Client with Client questions and information during the execution of project scope of work to help Client provide timely decisions during the project.
4. **Client Responsibilities.** Client shall be responsible for providing all Client furnished materials and equipment in a timely manner to accommodate NEC's construction schedule and construction requirements. Client shall facilitate collection of data such as equipment cut sheets, specifications, etc. for all Client furnished equipment. Client agrees to ensure minimal interruption in NEC's assigned work activities and schedule due to Client's activities, third party activities or other non-NEC activities that may interfere with NEC work. With signed proposal, Client certifies that sufficient funds are available and reserved for compensation to NEC for progress payments and at completion of work, or as otherwise agreed in writing prior to commencement of work.
5. **Payment.** NEC shall submit monthly, or otherwise timely, invoices to Client during the performance of this contract that shall be due and payable within 15 days from the individual invoice date. If Client disputes any amounts invoiced, the Client shall give NEC written notice within 7 days of the invoice date indicating the item(s) in dispute and the basis of the dispute. In any event, Client shall pay immediately within the 15 days from invoice date all amounts invoiced that Client does not dispute. Amounts unpaid more than 30 days shall bear interest at the lesser rate of 18% annum or the maximum interest rate allowed by law. If Client fails to make payments when due and NEC incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to NEC by Client. Collection costs due to be paid by Client shall include, without limitations, legal fees, collection agency fees and expenses, court costs, collection bonds, and NEC staff costs at standard billing rates for NEC's time spent in efforts to collect. This obligation of the Client to pay NEC's collection costs shall survive the term of this Agreement or any earlier termination by either party. Checks returned

from Client's financial institution for any reason will incur a minimum returned check fee of \$75.00, or greater costs incurred by NEC.

6. **Resolution.** All disputes, claims and other matters in controversy (other than nonpayment by Client) between NEC and Client arising out of or in any way related to this Agreement will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises from services provided under this Agreement and that dispute requires litigation, then the claim will be brought and tried in judicial jurisdiction of the court of the state and county where NEC's principal place of business is located. In the event of mediation and/or any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.
7. **Termination.** This Agreement may be terminated by either party with 7 days written notice. In the event of termination, NEC shall be paid for total charges performed through the termination notice date, plus reimbursable charges. Upon termination by Client, Client shall hold NEC, its employees, heirs and assigns harmless for any work rendered under this Agreement and NEC is thereby released from responsibility for any warranties expressed, inferred or implied for all work performed.
8. **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
9. **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.
10. **Limitation of Liability.** Through either written or verbal authorization by Client to NEC for commencement of work for this task order or project, Client agrees that the total NEC liability for services performed for or provided to Client in association with this project for which these general terms and conditions apply, shall be the lesser of the value of NEC compensation received by Client for project services or \$250,000.00, unless specifically stipulated within the written contract documents otherwise.